

EASEMENT

STATE OF UTAH )  
County of Uintah )

3347-85  
Recorded at request of Therese Bromley  
Date June 12 1985 M:34 M File  
By Therese Bromley Deputy

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned are owners of land contiguous to the State of Utah in conjunction with the widening of the highway; and,

WHEREAS, there will be constructed curbs and gutters and sidewalks, without expense to the property owners, on the East side of said road from 1500 South Street to 2500 South; and,

WHEREAS, additional area adjacent to the property line may be necessary for the purpose of placing support fill material only.

NOW, THEREFORE, LISSIE BROMLEY and DONALD R. BASCOM hereinafter called grantors, after being first duly sworn on their oath, in consideration of ONE AND NO/100 DOLLARS (\$1.00) and other good and valuable consideration paid by the State of Utah and the City of Naples, hereinafter called the Grantee, the receipt of sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, a perpetual easement with the right to lay and permanently place quantities of earth fill material adjacent to grantor's West boundary extending on to and into grantor's property to a distance not to exceed 8 feet for the purpose of furnishing lateral support for a concrete sidewalk to be built without cost or expense to the undersigned.

It being specifically understood and agreed that this encroachment will not be used for anything but placement of fill material for support of the sidewalk; the same to be on a ratio of 2 to 1 slope. And further that the sidewalk will be constructed completely on property belonging to the State of Utah and/or City of Naples, and not on Grantor's property.

All fences are to be restored on the property line where fences now exist.

This easement covers a strip of land contiguous to and adjacent to grantor's property extending eastward not to exceed the amount necessary for support of the sidewalk. The property upon which the easement is situated is described as follows, to-wit:

TWP 4 SOUTH, RANGE 22 EAST, 51M

Beginning at a point 96 feet South and 40 feet East of the NW corner of the SW 1/4, Section 31, Township 4 South, Range 22 East, 51M; thence South 69 feet; thence East 220 feet; thence North 69 feet; thence West 220 feet to beginning. 0.35 of one acre more or less.

The easement covers a strip along the West boundary of said tract not to exceed 8 feet in width.

The above consideration constitutes payment in full for all damages sustained by Grantors in the installation of the above structure. Grantors will maintain said easement in a state of good repair so that no unreasonable damages will result from its use to Grantors' premises. This agreement constitutes a covenant running with the land for the benefit of the Grantee, its successors and assigns. Grantors covenant that they are the owners of the above-described lands and that said lands are free and clear of all encumbrances and liens except the following:

IN WITNESS WHEREOF, the said Grantors have executed this instrument this 7<sup>th</sup> day of April, 1985.

Donald R. Bascom  
Lissie C. Bromley

SUBSCRIBED and sworn to before me this 7<sup>th</sup> day of April, 1985.

My Commission Expires:

Therese Bromley  
Notary Public  
Residing at:

31-04-87

